

Terms of Service

Parties

1. SETTLEZY ADR INSTITUTE PVT. LTD., a company incorporated in Uttar Pradesh (registration number *U74999UP2021PTC146899*) having its registered office at *B-97, Sector-27, Noida* (the "**Provider**");

and
2. Any person / institute who creates an account on the platform www.adraas.com and avails the services provided therein (the "**Client**").

Agreement

1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

"**Account**" means an account enabling a person to access and use the Hosted Services, including administrator accounts, arbitrator accounts, law firm and arbitral institution accounts as well as user (claimant and respondent) accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in India;

"**Business Hours**" means the hours of 09:00 to 17:00 IST on a Business Day;

"**Charges**", unless agreed otherwise between the parties, means the amounts specified in Schedule 1;

"**Client Confidential Information**" means:

(a) any information disclosed by or on behalf of the Client to the Provider during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Client Data;

"Client Data" means all data, works and materials: uploaded to or stored on the Platform by the Client including claim details, dispute details, any documents, affidavits or evidence uploaded by the Client on the Platform or otherwise provided by the Client to the Platform in support of his / her claim or in rebuttal of a claim; transmitted by the Platform at the instigation of the Client; supplied by the Client to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Client (but excluding analytics data relating to the use of the Platform and server log files)]; Client Data shall be deemed to include Client Confidential Information and Client Personal Information but shall not be limited to the same.

"Client Personal Information" or "Personal Data" means any Personal Information that is processed by the Provider on behalf of the Client in relation to this Agreement and as defined in detail in the Privacy Policy of the Provider;

"Data Controller" refers to the entity that determines the purposes for which and the means by which personal data is processed. In this case, Client remains the data controller for all of its Personal information. Any such data is processed by the Provider only with explicit approval of the Client under this agreement.

"Data Protection Laws" means all applicable laws relating to the processing of Personal Information including, Information Technology Act (2000) ("IT Act"), the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information or Information) Rules, 2011 (the "Rules") under Section 43A of the IT Act. A clarification to the above Rules, issued on 24 August 2011 (the "Clarification"), judicial precedents by courts under common law, principles of equity and the law of breach of confidence and once in force, the Personal Data Protection Act.

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Client;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means services available to the Client upon logging in on www.adraas.com, which will be made available by the Provider to the Client as a service via the internet in accordance with this Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Client or any person authorized by the Client to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Client or by any person authorised by the Client;
- (c) a failure of the Client to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software specified as incompatible in this Agreement;

"Hosted Services Specification" means the specification for the Platform and Hosted Services including any third party service integrated into the Platform, that may be set out in Schedule 1 or may be specifically mentioned before accessing a specific third party service- such as video conferencing.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services and the system and server software used to provide the Hosted Services.

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services that the Provider provides to the Client, or has an obligation to provide to the Client, under this Agreement;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, and shall include optional provision of training services;

"Term" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

2.1 This Agreement shall come into force from the date a User registers on the platform.

2.2 Unless agreed otherwise, this Agreement shall continue in force till the time the Client continues to avail services and duly pay for the said services, in accordance with an agreement to that effect or Schedule 1 herewith.

3. Hosted Services

3.1 The Provider hereby grants to the Client a licence to use the Hosted Services for the internal arbitration purposes of the Client in accordance with the Documentation during the Term.

3.2 The licence granted by the Provider to the Client under Clause 4.2 is subject to the following limitations:

(a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Client;

(b) the Hosted Services may only be used by authorized users that the Client may where enabled, add, change, or remove through the *Access Control* page on the platform; and

3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Client under Clause 4.2 is subject to the following prohibitions:

(a) the Client must not sub-license its right to access and use the Hosted Services;

(b) the Client must not permit any unauthorised person to access or use the Hosted Services;

(c) the Client must not republish or redistribute any content or material from the Hosted Services;

(d) the Client must not make any alteration to the Platform, except as permitted by the Documentation; and

(e) the Client must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.

(f) the Client must not access or permit another to access the Hosted Services or use the Documentation in order to build a similar product or competitive product.

(g) the Client must not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Hosted services

3.5 The Client shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using any Account.

3.6 The Provider shall use all reasonable endeavours to maintain the availability of the Hosted Services to the Client at the gateway between the public internet and the network of the hosting services provider for the Hosted Services, but does not guarantee 100% availability.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- (a) a Force Majeure Event;
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of the Client's computer systems or networks;
- (d) any breach by the Client of this Agreement; or
- (e) scheduled maintenance carried out in accordance with this Agreement.

3.8 The Client must comply with general Terms and Conditions, and must ensure that all persons using the Hosted Services with the authority of the Client comply with the same too.

3.9 The Client must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

3.10 The Client must not use the Hosted Services:

- (a) in any way that is unlawful, illegal, competitive, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, competitive, fraudulent or harmful purpose or activity.

3.11 For the avoidance of doubt, the Client has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4. Maintenance Services

4.1 The Provider shall provide the Maintenance Services to the Client during the Term.

4.2 The Provider shall where practicable give to the Client at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

(Considering that currently some modules of the Hosted Services are still under development/ testing stage, the availability of Hosted Services may also be impacted each time such modules are updated.)

4.3 The Provider shall give to the Client 2 Business Days' prior written notice of the application of an Upgrade to the Platform.

4.4 The Provider shall give to the Client written notice of the application of any security Update to the Platform and at least 2 Business Days' prior written notice of the application of any non-security Update to the Platform.

4.5 The Provider shall provide the Maintenance Services with reasonable skill and care.

5. Support Services

5.1 The Provider shall provide the Support Services to the Client during the Term.

5.2 The Provider shall make available to the Client a helpdesk/ single point of contact in accordance with the provisions of this main body of this Agreement.

5.3 The Provider shall provide the Support Services with reasonable skill and care.

5.4 The Client may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Client must not use the helpdesk for any other purpose.

5.5 The Provider shall respond promptly to all requests for Support Services made by the Client through the helpdesk.

6. Client Data

6.1 The Client hereby grants to the Provider a licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Data only to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Client also grants to the Provider the right to sub-license these rights to its hosting,

connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.

6.2 The Client warrants to the Provider that the Client Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

7. No assignment of Intellectual Property Rights

7.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Client, or from the Client to the Provider.

8. Provider's confidentiality obligations

8.1 The Provider must:

- (a) keep the Client Confidential Information strictly confidential;
- (b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then also only under conditions of confidentiality approved in writing by the Client ;
- (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Client Confidential Information; and
- (e) not use any of the Client Confidential Information for any purpose other than for effective provision of services under this agreement.

8.2 Notwithstanding Clause 8.1, the Provider may disclose the Client Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Client Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Client Confidential Information.

8.3 This Clause 8 imposes no obligations upon the Provider with respect to Client Confidential Information that:

- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or

(c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

8.4 The provisions of this Clause 8 shall continue in force indefinitely following the termination of this Agreement.

9. Data protection

9.1 The Provider shall comply with the Data Protection Laws with respect to the processing of the Client Personal Information.

9.2 The Client warrants to the Provider that it has the legal right to disclose all Personal Information that it does in fact disclose to the Provider under or in connection with this Agreement.

9.3 The Client shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Information of only those data subjects that directly relate with provision of services under this agreement and the Provider shall only process the Client Personal Information for the purposes of provision of services and obligations under this agreement.

9.4 The Provider shall only process the Client Personal Information during the Term and for not more than 365 days following the end of the Term, subject to the other provisions of this Clause 9. The Client shall be required to within 365 days of the end of the Term of this Agreement download any documents / information stored by the Provider relating to the Client failing which this information / documents shall be deleted and no longer be available for download.

9.5 The Provider shall only process the Client Personal Information as set out in this Agreement or any other document agreed by the parties in writing.

9.6 The Provider shall promptly inform the Client if, in the opinion of the Provider, an instruction of the Client relating to the processing of the Client Personal Information infringes the Data Protection Laws.

9.7 Notwithstanding any other provision of this Agreement, the Provider may process the Client Personal Information if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

9.8 The Provider shall ensure that persons authorised to process the Client Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

9.9 The Provider and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Information.

9.10 The Provider shall not engage any third party to process the Client Personal Information without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, the Provider shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third party processor is subject to the same OR equivalent legal obligations as those imposed on the Provider by this Clause 9.

9.11 As at the Effective Date, the Provider is hereby authorized by the Client to engage, as sub-processors with respect to Client Personal Information, the third parties whose APIs (for video conferencing, telecommunications, payment gateway are integrated into the Providers Hosted services platform.

9.15 The Provider shall, at the choice of the Client, delete or return all of the Client Personal Information to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Information.

9.16 The Provider shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Provider's processing of Client Personal Information with the Data Protection Laws and this Clause 13. The Provider may charge the Client at its standard time-based charging rates for any work performed by the Provider at the request of the Client pursuant to this Clause 13.16.

9.17 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Information carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

10. Warranties

10.1 The Provider warrants to the Client that:

- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

- (c) the Hosted Services will be free from Hosted Services Defects;
- (d) the Platform will incorporate security features reflecting the requirements of good industry practice.
- (e) The Provider warrants to the Client that the Hosted Services, when used by the Client in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

11. Acknowledgements and warranty limitations

11.1 The Client acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

11.2 The Client acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

11.3 The Client acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Client will not give rise to any legal liability on the part of the Client or any other person.

11.4 The Client acknowledges that Hosted Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict the Provider's ability to provide the Hosted Services or other technology, including any features or functionality, to other parties.

11.5 The Client understands and acknowledges that the Hosted Services facilitate conduct of arbitrations in a realtime environment and enable case management. The Provider has taken all precautionary measures and put in diligent efforts to make the real time environment compliant to arbitration related laws, rules and practices, domestically and globally. But still it is incumbent upon the Client to verify the validity of the processes based on the laws and rules applicable to the particular case. The Client acknowledges that the Provider has no liability for any loss caused to the Client (or any other person claiming under him) as a result of any invalidity later on discovered or established.

11.6 The Client further acknowledges that the Provider will not be held liable for losses caused the Client by any deliberate or inadvertent failure, error or omission by an institution, arbitrator, lawyer, legal representative or opposite party.

11.7 The Client willingly agrees to conduct of procedures on the realtime environment and acknowledges that they will not challenge any proceedings or any specific processes forming part of the proceedings, conducted through this platform, solely on the grounds of the process being carried out virtually.

12. Force Majeure Event

12.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

12.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

12.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

12.4 The Provider shall not be liable to the Client in respect of any losses arising out of a Force Majeure Event.

13. Termination

13.1 Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.

14. Notices

14.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 20.2

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

14.2 The Provider's contact details for notices under this Clause 20 are as follows:

G-21, Hans Bhavan, Bahadurshah Zafar Marg, New Delhi- 110002.

14.3 The addressee and contact details set out in Clause 20.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

15. General

15.1 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

15.2 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

15.3 This Agreement shall be governed by and construed in accordance with Indian law.

15.4 Unless agreed otherwise between the parties, the courts of Delhi shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.